

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF LOUISIANA

----- X	
UNITED STATES OF AMERICA,	:
	:
<i>Plaintiff,</i>	:
	:
v.	:
	:
FRANKS PETROLEUM INC., <i>et al.</i> ,	:
	:
<i>Defendants.</i>	:
	:
----- X	

Civil Action No.

CONSENT DECREE

I. BACKGROUND

A. The Castex Systems, Inc. Site, located near Jennings, Jefferson Davis Parish, Louisiana (the "Site") is an oil-field waste disposal facility that was abandoned in 1989 shortly after a fire and catastrophic failure of a produced water storage tank battery. The failed storage tanks contained naturally occurring radioactive material (NORM) sediments and other hazardous substances that were spilled into the containment basin and mixed with oil sludge. In addition to NORM, hazardous substances found at the site included: arsenic, chromium, lead, mercury, cadmium and benzene. The containment basin breached and released its contents into a marsh adjacent to the Mermentau River, which flows through Grand Lake to the Gulf of Mexico.

B. From July 1996 through October 2001, the United States Environmental Protection Agency and its contractors, under an agreement with the United States Coast Guard, conducted a removal action in four phases to clean the Site and dispose contaminated wastes off-site. In the final phase, samples of contaminated Site soils were collected for analytical testing.

The samples were submitted to an LDNR contract laboratory to confirm that Site remediation met the pit closure regulatory standards under Louisiana Department of Natural Resources (LDNR) Statewide Order 29B. Analytical results confirmed that the cleanup met these limits. Pits at the Site were closed and the removal action was completed under the direction of LDNR on October 25, 2001.

C. The United States, on behalf of the United States Coast Guard and the United States Environmental Protection Agency (together the "Federal Agencies"), has filed a complaint against Defendants under Section 107(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9607(a), ("CERCLA"). The complaint seeks recovery of costs incurred by the United States in responding to the release or threatened release of hazardous substances at or from the Site.

D. The defendants entering into this Consent Decree ("Settling Defendants") do not admit any liability to Plaintiff arising out of the transactions or occurrences alleged in the complaint.

E. By entering into this Consent Decree, the mutual objective of the Parties is to resolve the claims of the United States against Settling Defendants, subject to the reservations of rights included in paragraph 10, by allowing Settling Defendants to make a cash payment as described herein.

F. The United States and Settling Defendants agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

THEREFORE, with the consent of the Parties to this Decree, it is ORDERED,
ADJUDGED, AND DECREED:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 9607 and 9613(b) and also has personal jurisdiction over Settling Defendants. Settling Defendants consent to and shall not challenge entry of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree is binding upon the United States and upon Settling Defendants and their successors and assigns. Any change in ownership or corporate or other legal status, including but not limited to, any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of Settling Defendants under this Consent Decree.

IV. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Consent Decree which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in any appendix attached hereto, the following definitions shall apply:

- a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.
- b. "Coast Guard" shall mean the United States Coast Guard and any successor departments, agencies or instrumentalities of the United States.

- c. "Consent Decree" shall mean this Consent Decree.
- d. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.
- e. "DOJ" shall mean the United States Department of Justice and any successor departments, agencies or instrumentalities of the United States.
- f. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.
- g. "Federal Agencies" shall mean the United States Coast Guard and the United States Environmental Protection Agency.
- h. "Interest" shall mean interest at the current rate specified for interest on investments of the Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a).
- i. "Oil Spill Liability Trust Fund" shall mean the Oil Spill Liability Trust Fund established by the Internal Revenue Code, 26 U.S.C. § 9509.
- j. "Paragraph" shall mean a portion of this Consent Decree identified by an arabic numeral or an upper or lower case letter.
- k. "Parties" shall mean the United States and the Settling Defendants.
- l. "Past Response Costs" shall mean all costs that the Federal Agencies have paid in connection with the Site through lodging of this Consent Decree.
- m. "Plaintiff" shall mean the United States.
- n. "Section" shall mean a portion of this Consent Decree identified by a

roman numeral.

o. "Settling Defendants" shall mean the settling defendants listed in Appendix A, their successors, assigns, affiliates and other persons or entities bound by law, including officers, directors and parent corporations, but only to the extent that the liability of such entities is alleged to derive from the respective Settling Defendant's liability for the Site.

p. "Site" shall mean that parcel of property, now known as the Castex Systems, Inc. oilfield waste disposal facility located near Jennings, Jefferson Davis Parish, Louisiana, as depicted on the maps attached at Appendix B.

q. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

V. REIMBURSEMENT OF RESPONSE COSTS

4. Payment of Past Response Costs.

a. Within 30 days of entry of this Consent Decree, Settling Defendants shall pay to the United States \$ 2,000,000.00.

b. Payment shall be made by FedWire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice account in accordance with current EFT procedures, referencing DOJ Case Number 90-5-1-1-08095. Payment shall be made in accordance with instructions provided to Settling Defendants by the Financial Litigation Unit of the U.S. Attorney's Office for the Western District of Louisiana following lodging of this Consent Decree. Any payments received by the Department of Justice after 4:00 p.m. Eastern Time shall be credited on the next business day. Settling Defendants shall send notice to the Federal Agencies and DOJ that payment has been made in accordance with Section XI (Notices and Submissions).

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VI. FAILURE TO COMPLY WITH REQUIREMENTS OF CONSENT DECREE

5. Interest on Late Payments. In the event that any payment required by Section V (Reimbursement of Response Costs) or Section VI, Paragraph 6 (Stipulated Penalty), is not received when due, Interest shall accrue on the unpaid balance through the date of payment.

6. Stipulated Penalty.

a. If any amount due under this Consent Decree is not paid by the required date, Settling Defendants shall pay to the United States as a stipulated penalty, in addition to the Interest required by Paragraph 5, \$5,000 per violation per day that such payment is late.

b. Stipulated penalties are due and payable within 30 days of the date of the demand for payment of the penalties by the United States. All payments to the United States under this Paragraph shall be made in the manner provided in paragraph 4.

c. Penalties shall accrue as provided in this Paragraph regardless of whether the United States has notified Settling Defendants of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after complete performance is due or the day a violation occurs, and shall continue to accrue through the final day of correction of the noncompliance or completion of the activity. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

7. Payments made under Paragraphs 4 and 6 shall be in addition to any other remedies or sanctions available to Plaintiff by virtue of Settling Defendants' failure to comply with the requirements of this Consent Decree.

8. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties or interest that have accrued pursuant to this Consent Decree.

VII. COVENANT NOT TO SUE BY PLAINTIFF

9. Covenant Not to Sue by United States. Except as specifically provided in Paragraph 10 (Reservation of Rights by United States), the United States covenants not to sue or take any other civil or administrative action against the Settling Defendants jointly or severally pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), Section 311 of the Federal Water Pollution Control Act, 33 U.S.C. § 1321, and Section 1002 of the Oil Pollution Act of 1990, 33 U.S.C. § 2702, for Past Response Costs or removal costs incurred through the date of lodging of this Consent Decree. This covenant not to sue shall take effect upon receipt by the United States of all payments required by Section V, Paragraph 4 (Payment of Past Response Costs to the United States) and Section VI, Paragraphs 5 (Interest on Late Payments) and 6(a) (Stipulated Penalty for Late Payment). This covenant not to sue is conditioned upon the satisfactory performance by Settling Defendants of their obligations under this Consent Decree. This covenant not to sue extends only to Settling Defendants and does not extend to any other person.

10. Reservation of Rights by United States. The covenant not to sue set forth in Paragraph 9 does not pertain to any matters other than those expressly specified therein. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendants with respect to all other matters, including but not limited to:

a. liability for failure of Settling Defendants to meet a requirement of this Consent Decree;

- b. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
- c. criminal liability;
- d. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606; and
- e. liability for costs incurred or to be incurred by the United States that are not within the definition of Past Response Costs.

VIII. COVENANT NOT TO SUE BY SETTLING DEFENDANTS

- 11. Settling Defendants covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to Past Response Costs or this Consent Decree, including but not limited to:
 - a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;
 - b. any direct or indirect claim for reimbursement from the Oil Spill Liability Trust Fund;
 - c. any claim arising out of response actions at the Site for which the Past Response Costs were incurred; and
 - d. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Past Response Costs.

- 12. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or

IX. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

13. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree.

14. Settling Defendants agree not to assert any claims for contribution, including all claims under Section 113(f) of CERCLA, 42 U.S.C. § 9613(f), and Section 1009 of the Oil Pollution Act, 33 U.S.C. § 2709, for Past Response Costs; provided, however, this Paragraph shall not be construed to prevent any Settling Defendant from asserting a contractual claim against any person other than another Settling Defendant for recovery of all or a portion of payments made by that Settling Defendant under this Consent Decree.

15. Except as provided in Paragraph 14, each of the Parties expressly reserves any and all rights, defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

16. The Parties agree, and by entering this Consent Decree this Court finds, that Settling Defendants are entitled, as of the effective date of this Consent Decree, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), for "matters addressed" in this Consent Decree. The "matters addressed" in this Consent Decree are Past Response Costs.

17. Settling Defendants agree that, with respect to any suit or claim for contribution brought against it for matters related to this Consent Decree, it will notify the Federal Agencies and DOJ in writing within 10 days of service of the complaint or claim upon it. In addition,

Settling Defendants shall notify the Federal Agencies and DOJ within 10 days of service or receipt of any Motion for Summary Judgment, and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Consent Decree.

18. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenant Not to Sue by Plaintiff set forth in Section VII.

X. RETENTION OF RECORDS

19. Until 6 years after the entry of this Consent Decree, Settling Defendants shall preserve and retain all records and documents now in its possession or control, or which come into its possession or control, that relate in any manner to response actions taken at the Site or the liability of any person for response actions conducted and to be conducted at the Site, regardless of any corporate retention policy to the contrary.

20. After the conclusion of the document retention period in the preceding paragraph, Settling Defendants shall notify the Federal Agencies and DOJ at least 90 days prior to the destruction of any such records or documents, and, upon request by the Federal Agencies or DOJ, Settling Defendants shall deliver any such records or documents to the Federal Agencies. Settling Defendants may assert that certain documents, records, or other information are

privileged under the attorney-client privilege or any other privilege recognized by federal law. If a Settling Defendant asserts such a privilege, it shall provide Plaintiff with the following, so long as the provision of any such information does not constitute a waiver of the privilege asserted: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted. However, no documents, reports, or other information created or generated pursuant to the requirements of this or any other consent decree with the United States shall be withheld on the grounds that they are privileged. If a claim of privilege applies only to a portion of a document, the document shall be provided to Plaintiff in redacted form to mask the privileged information only. Settling Defendant shall retain all records and documents that it claims to be privileged until the United States has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in the Settling Defendant's favor.

XI. NOTICES AND SUBMISSIONS

21. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to DOJ, Coast Guard, and Settling Defendants, respectively.

As to the United States:

As to DOJ:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice (DJ # 90-5-1-1-08095)
P.O. Box 7611
Washington, D.C. 20044-7611

As to Coast Guard:

David Dubay, Legal Counsel
United States Coast Guard
National Pollution Funds Center
4200 Wilson Boulevard
Arlington, VA 22203

As to EPA:

George Malone, III
Assistant Regional Counsel
U.S. Environmental Protection Agency, Region 6
1445 Ross Avenue
Dallas, Texas 75202-2733

As to Settling Defendants:

XII. RETENTION OF JURISDICTION

22. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

XIII. INTEGRATION

23. This Consent Decree constitutes the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree.

The Parties acknowledge that there are no representations, agreements or understandings relating

to the settlement other than those expressly contained in this Consent Decree.

XIV. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

24. This Consent Decree shall be lodged with the Court for a period of not less than 30 days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Defendants consent to the entry of this Consent Decree without further notice.

25. If for any reason this Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XV. EFFECTIVE DATE

26. The effective date of this Consent Decree shall be the date upon which it is entered by the Court.

XVI. SIGNATORIES/SERVICE

27. The undersigned representatives of each Settling Defendant and the Assistant Attorney General for the Environment and Natural Resources Division of the United States Department of Justice certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

28. Settling Defendants hereby agree not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has notified Settling Defendants in writing that it no longer supports entry of the Consent Decree.

29. Each Settling Defendant shall identify, on the attached signature page, the name

and address of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under or relating to this Consent Decree. Settling Defendants hereby agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including, but not limited to, service of a summons.

SO ORDERED this _____ day of _____, 2002.

United States District Judge

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Franks Petroleum Inc., et al., relating to the Castex Systems, Inc. site.

FOR THE UNITED STATES OF AMERICA

UNITED STATES DEPARTMENT OF JUSTICE

MATTHEW J. McKEOWN
Acting Assistant Attorney General
Environment and Natural Resources Division



2/13/07
DATE

W. BENJAMIN FISHEROW
Deputy Section Chief
Environmental Enforcement Section

DATE

ELLIOT M. ROCKLER
Trial Attorney
Environmental Enforcement Section
U.S. Department of Justice
P.O. Box 7611, Ben Franklin Station
Washington, D.C. 20044
(202) 514-2653 (PHONE)
(202) 514-0097 (FAX)

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Franks Petroleum Inc., et al., relating to the Castex Systems, Inc. site.

UNITED STATES COAST GUARD

DATE

Captain, U.S. Coast Guard
Chief, Office of Claims and Litigation
2100 Second Street, SW
Washington, D.C. 20593

DATE

DAVID DUBAY
United States Coast Guard
National Pollution Funds Center
4200 Wilson Boulevard
Arlington, VA 22203

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THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Franks Petroleum Inc., et al., relating to the Castex Systems, Inc. site.

FOR ~~SETTLING~~ DEFENDANT



1-8-07
DATE

Name: Bobby E. Jelks
Title: President
Settling Defendant: Franks Petroleum Inc.
P. O. Box 7665
Address: Shreveport, LA 71137-7665
Street address: 1312 N. Hearne Ave.
Shreveport, LA 71107

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Bobby E. Jelks
Title: President
Address: 1312 N. Hearne Ave.
P. O. Box 7665
Shreveport, LA 71137-7665

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Franks Petroleum Inc., et al., relating to the Castex Systems, Inc. site.

FOR SETTLING DEFENDANT

1-2-07

DATE



SPC

Name: William A. Kitchen

Title: MANAGER, RISK MANAGEMENT AND REMEDIATION

Settling Defendant: LOUISIANA LAND AND
EXPLORATION COMPANY

Address: 600 N. DAIRY ASHFORD

TN 5022

HOUSTON, TX 77099

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Corporation Service Company

Title: Agent

Address: 320 Somerulos Street
Baton Rouge, LA 70802-6129

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Franks Petroleum Inc., et al., relating to the Castex Systems, Inc. site.

FOR SETTLING DEFENDANT

Jan 4, 2007
DATE



BP America Inc., successor to ARCO Oil & Gas -
Division of Atlantic Richfield Company

Name: Lawrence K. Malnor
Title: Regional Manager, U. S. South and Latin America
Settling Defendant: BP America Inc., successor to
ARCO Oil & Gas – Division of Atlantic Richfield
Company
Address: BP Remediation Management
501 Westlake Park Blvd., MC 20.100A
Houston, Texas 77079

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Donna B. Ward
Title: Attorney
Address: BP Legal Department
501 Westlake Park Blvd.
MC 16.112
Houston, TX 77079

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Franks Petroleum Inc., et al., relating to the Castex Systems, Inc. site.

FOR SETTLING DEFENDANT

DATE

for 11, 2007

Barbara Davis
Trustee of the Marvin and Barbara Revocable Trust
General Partner of Davis Oil Company
Davis Oil Company, a Colorado general partnership
2121 Avenue of the Stars
Los Angeles, CA. 90067

Agent Authorized to Accept Service on Behalf of Above-signed Party:


F. Henri Lapeyre, Jr.

Lapeyre and Lapeyre, L.L.P.
400 Magazine Street
New Orleans, LA 70130

THE UNDERSIGNED PARTY enters into this Consent Degree in the matter of United States v. Franks Petroleum Inc., et al., relating to the Castex Systems, Inc. site.

FOR SETTLING DEFENDANT

Jan. 4, 2007
DATE


Name: Charlene A. Ripley
Title: Vice President & Secretary
Settling Defendant: Kerr-McGee Oil & Gas Onshore, L.L.C.,
successor to Sun Exploration and Production Company
Address: 1201 Lake Robbins Drive
The Woodlands, TX 77380

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: **Richard L. Waters**

Title: **Senior Counsel**

Address: **1999 Broadway, Suite 3700**
Denver, CO 80202

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Franks Petroleum Inc., et al., relating to the Castex Systems, Inc. site.

FOR SETTLING DEFENDANT

January 11, 2007

DATE



Name: William D. Fulton

Title: Manager- Operations & Production

Settling Defendant:

Devon Energy Production Company, L.P.

Address: 1200 Smith Street

Houston, TX 77002

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: CT Corporation System

Title:

Address:

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Franks Petroleum Inc., et al., relating to the Castex Systems, Inc. site.

FOR SETTLING DEFENDANT

12/19/06

DATE



Name: H.L. Brown, Jr.

Title: President

Settling Defendant: H.L. Brown Operating, L.L.C.
Successor to H.L. Brown, Jr.

Address: P.O. Box 2237
Midland, TX 79702

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: H.L. Brown, Jr.


Title: President, H.L. Brown Operating, L.L.C.
Successor to H.L. Brown, Jr.

Address: P.O. Box 2237
Midland, TX 79702

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Franks Petroleum Inc., et al., relating to the Castex Systems, Inc. site.

FOR SETTLING DEFENDANT

1-22-07
DATE


Name: George H. Robinson, Jr.
Title: Trial Attorney
Settling Defendant: Sandefer Petroleum Company
Address: Post Office Box 52008
Lafayette, LA 70505-2008


Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Mark Tomkins
Title: Agent for Service of Process
Address: 203 Oil Center Drive
Lafayette, LA 70503

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Franks Petroleum Inc., et al., relating to the Castex Systems, Inc. site.

FOR SETTLING DEFENDANT

1-11-07
DATE



Name: W. Frank McCreight
Title: Vice President
Settling Defendant: Bass Enterprises Production Co.
Address: 201 Main Street
Suite 3100
Fort Worth, TX 76102

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: W. Frank McCreight
Title: Vice President
Bass Enterprises Production Co.
Address: 201 Main Street
Suite 3100
Fort Worth, TX 76102

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Franks Petroleum Inc., et al., relating to the Castex Systems, Inc. site.

FOR SETTLING DEFENDANT

4 January 2007
DATE



Name: J.M. Trotter
Title: Executive Vice President
Settling Defendant: Quintana Petroleum Corporation

Address: 600 Jefferson Street, Suite 300
Houston, Texas 77002

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Michael W. Mengis

Title: Attorney for Quintana Petroleum Corporation

Address: Vinson & Elkins L.L.P.
1001 Fannin Street, Suite 2500
Houston, Texas 77002-6760

APPENDIX A
List of Settling Defendants

Franks Petroleum Inc.;

Louisiana Land and Exploration Company;

E. on North America, Inc., successor to Mark Producing, Inc.;

BP America, Inc., successor to ARCO Oil & Gas-Division Atlantic Richfield Company;

Davis Oil Company;

Kerr-McGee Oil & Gas Onshore, L.L.C., successor to Sun Exploration and Production Company;

Devon Energy Production Company, L.P., successor to Adobe Resources Corporation;

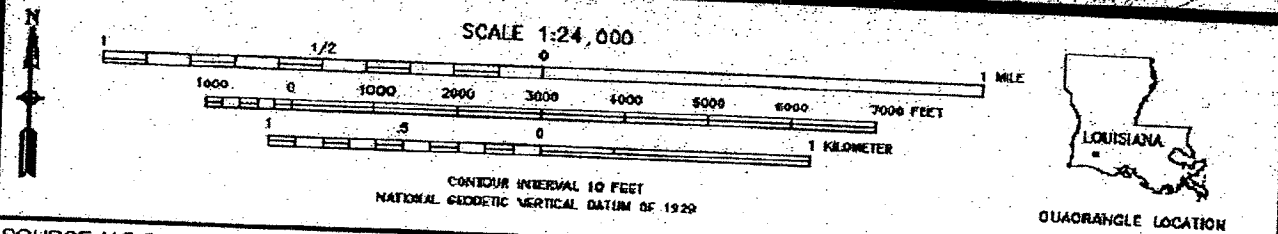
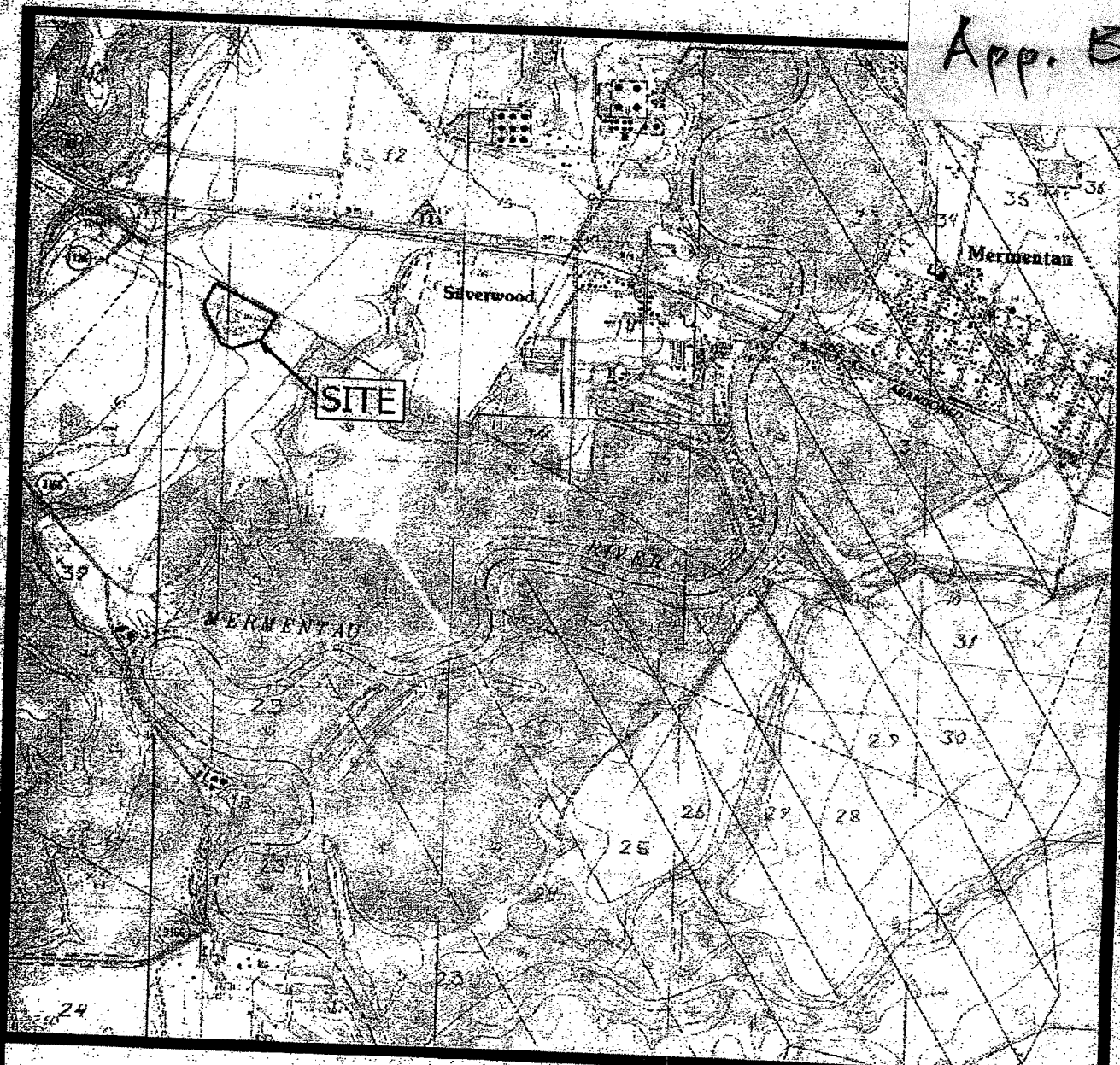
H.L. Brown Operating, L.L.C., successor to H.L. Brown, Jr.;

Sandfer Petroleum Company;

Bass Enterprises Production Company; and

Quintana Petroleum Corporation.

App. B



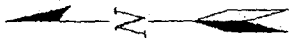
SOURCE: U.S.G.S. 7.5 MINUTE TOPOGRAPHIC QUADRANGLE - MERMENTAU, LOUISIANA

ecology and environment, inc.
Superfund Technical Assessment
and Response Team - Region 6

FPN: 08-6-144

TDD No.: S06-96-07-0011

APPENDIX A: SITE LOCATION MAP
CASTEX SYSTEMS
JENNINGS, JEFFERSON DAVIS PARISH, LOUISIANA



LEGEND	
Well	SOIL SAMPLE ALLOUT
Composite Soil Area	COMPOSITE SOIL AREA
Cylindrical Tank	CYLINDRICAL TANK
Box Tank	BOX TANK
Building	BUILDING
Normal Contaminated Area	NORM CONTAMINATED AREA



technology and environment, inc.
Superfund Technical Assessment
And Response Team - Region 8

FPN-08-6-144

JDDF-S06-9607-011

SAMPLE LOCATION MAP

CASTEX SYSTEMS

JENNINGS, JEFFERSON DAVIS PARISH, LOUISIANA

APPENDIX A
List of Settling Defendants

Franks Petroleum Inc.;

Louisiana Land and Exploration Company;

E. on North America, Inc., successor to Mark Producing, Inc.;

BP America, Inc., successor to ARCO Oil & Gas-Division Atlantic Richfield Company;

Davis Oil Company;

Kerr-McGee Oil & Gas Onshore, L.L.C., successor to Sun Exploration and Production Company;

Devon Energy Production Company, L.P., successor to Adobe Resources Corporation;

H.L. Brown Operating, L.L.C., successor to H.L. Brown, Jr.;

Sandefur Petroleum Company;

Bass Enterprises Production Company; and

Quintana Petroleum Corporation.